

FILED FOR RECORD  
SKAMANIA CO. WASH.  
BY *Dept. of Natural Resources*

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
JENNIFER M. BELCHER, Commissioner of Public Lands  
Olympia, Washington 98504

AUG 19 2 20 PM '96

*P. Johnson*  
AUDITOR  
GARY H. OLSON

126048

EASEMENT

BOOK 759 PAGE 71

THIS AGREEMENT, made and entered into this 8 day of August, 1996, by and between WILLIAM J. BIRKENFELD and JOSEPH A. BIRKENFELD, herein called "Birkenfeld," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

- A. Birkenfeld, for and in consideration of Fifteen Thousand Seven Hundred Seventy Six and no/100 Dollars (\$15,776) and the grant hereinafter made by State, hereby grants, conveys, and warrants to State, its successors and assigns, a permanent easement upon, over, and along rights of way sixty (60) feet in width, over and across N1/2 NW1/4 Section 12, Township 3 North, Range 7 1/2 East, W.M., in Skamania County, Washington, being thirty (30) feet on each side of the centerline of a road located approximately as shown in red on the attached "Exhibit A."

Subject as to said lands to all matters of public record.

- B. State, for and in consideration of the grant hereinabove made, hereby grants and conveys to Birkenfeld, its successors and assigns, a permanent easement upon, over, and along rights of way sixty (60) feet in width over and across Government Lots 3 and 4, Section 12, Township 3 North, Range 7 1/2 East, W.M., in Skamania County, Washington, being thirty (30) feet on each side of the centerline of a road located approximately as shown in green on the attached "Exhibit B."

Subject as to said lands to all matters of public record.

The parties hereto hereby agree that the rights hereinabove granted by one party hereto to the other shall be subject to the following terms and conditions:

1. The easements are conveyed for the purpose of construction, reconstruction, use and maintenance of a road or roads for the purpose of hauling forest products and other valuable materials from lands now owned or hereafter acquired by the parties hereto, and to provide access to said lands for land management and administrative activities.
2. Provided, however, thirty (30) days prior to any construction, reconstruction, and/or betterment of said roads by either party on lands of the other party, the initiating party will submit to the land owning party a written request for joint review of the proposed project, upon completion of which the initiating party will submit a complete and detailed plan of operations. Each party's operations, specified herein shall be conducted in accordance with the provisions of the approved plan of operations. Said parties shall provide the other party the right of examination of the right of way before any construction, reconstruction, or development is commenced.

18261

REAL ESTATE EXCISE TAX

3.

AUG 19 1996

PAID 204.56

*JW*  
SKAMANIA COUNTY TREASURER

Each party hereto may grant to third parties, upon such terms as it chooses, on its own lands, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to the other party herein.

*3-7/8 - 270/100*  
*0.55/100*  
*8-17-96*  
*JW*  
Searched ☒  
Indexed ☒  
Filed ☒  
Noted ☒

4. Each party hereto may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein; provided, that when a party hereto or one of its Permittees plans to use any portion of said roads for the purpose of hauling timber or other valuable materials, such party shall notify the other thereof at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and forthwith upon the completion of such use notify the other party thereof.
5. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:
  - (a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and
  - (b) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

6. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage to a road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of said road.
7. Unless the parties hereto agree in writing to share the costs of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.
8. Each party hereto reserves to itself all timber now on or hereafter growing within the rights of way on its said lands.
9. Each party hereto shall require each of its Permittees, before using any of said roads on the lands of the other party hereto for commercial purposes, to:
  - (a) Obtain and during the term of such use, maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said rights of way, insuring said Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:



(1) For log haulers, and other miscellaneous users operating heavy trucks (over one (1) ton), Five Hundred Thousand Dollars (\$500,000.00) for injury to one person, One Million Dollars (\$1,000,000.00) for any one occurrence, and Five Hundred Thousand Dollars (\$500,000.00) property damage for any one occurrence;


(2) For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, One Hundred Thousand Dollars (\$100,000.00) for injury to one person, Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) property damage for any one occurrence; or

(3) Such other limits as the parties hereto may agree upon in writing from time to time.

(b) Deliver to each party hereto a certificate from the insurer of said Permittee certifying that coverage in not less than the above named amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer will give each party hereto ten (10) days written notice prior to any cancellation or modification.


IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, to become effective as of the day and year first above written.

  
WILLIAM J. BIRKENFELD

  
JOSEPH A. BIRKENFELD



STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

  
MICHAEL PEREZ-GIBSON, Acting Manager  
Resource Planning and Asset Management Division

Affix Seal of Commissioner  
of Public Lands

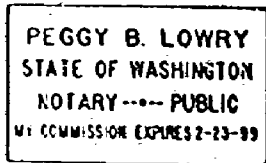
Easement No. 55-002637  
App. No. 50-55144

STATE OF Washington )  
County of Skamania ) ss

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On this day personally appeared before me WILLIAM J. BIRKENFELD, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 19<sup>th</sup> day of July, 1996.



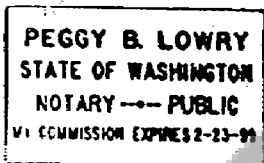
Peggy B. Lowry  
Notary Public in and for the State of  
Washington, residing at Carson

My appointment expires 2/23/99

STATE OF Washington )  
County of Skamania ) ss

On this day personally appeared before me JOSEPH A. BIRKENFELD, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 19<sup>th</sup> day of July, 1996.



Peggy B. Lowry  
Notary Public in and for the State of  
Washington, residing at Carson

My appointment expires 2/23/99

STATE OF WASHINGTON )  
COUNTY OF THURSTON ) ss

On this 20<sup>th</sup> day of August, 1996, personally appeared before me MICHAEL PEREZ-GIBSON, to me known to be the Resource Planning and Asset Management Division Manager of the Department of Natural Resources, State of Washington, who executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



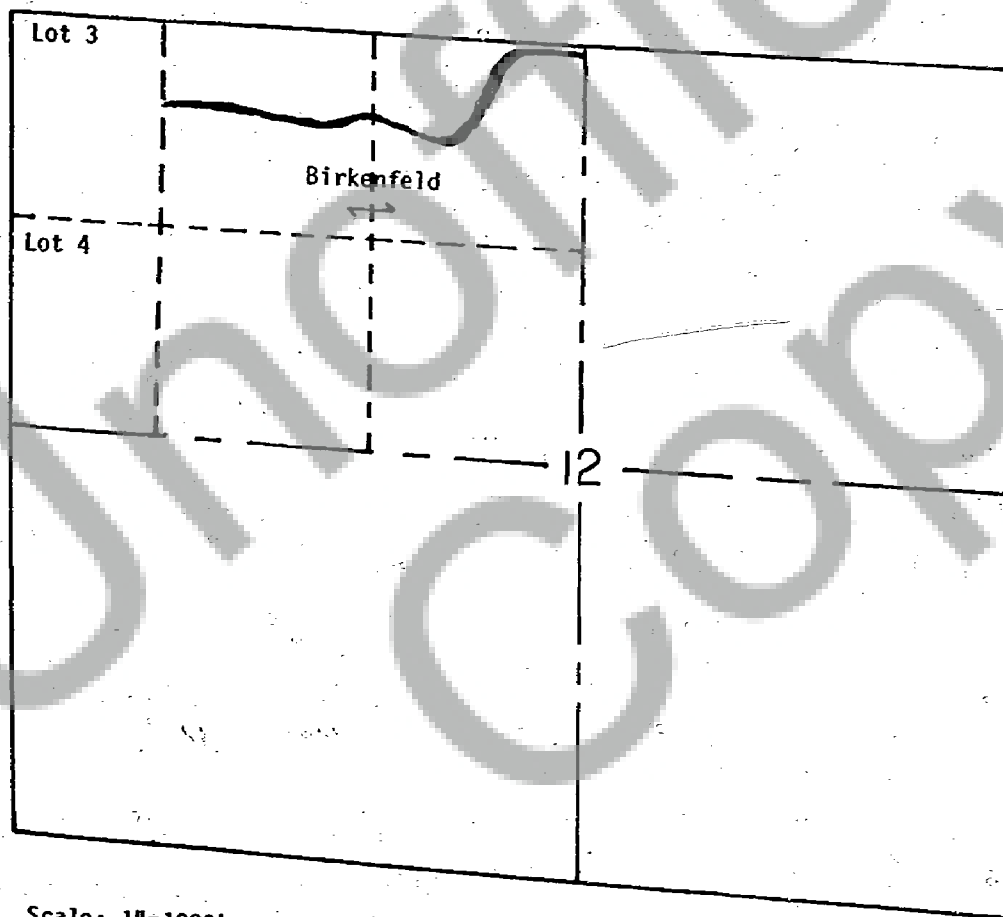
Adam R. Carlson  
Notary Public in and for the State of  
Washington, residing at Centralia

My appointment expires 9/30/99



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STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
RIGHT OF WAY EXHIBIT MAP  
SECTION 12,  
TOWNSHIP 3 NORTH, RANGE 7½ EAST, W.H.  
SKAMANIA COUNTY, WA.



3-74-220  
6-20-96  
[Signature]

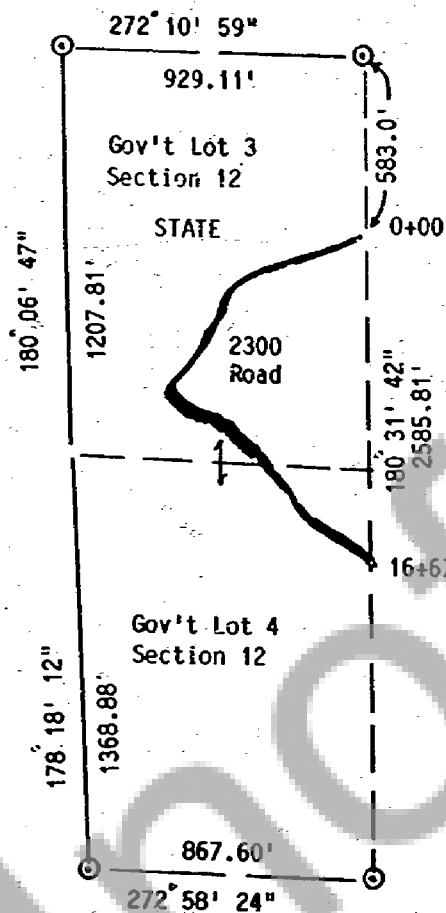
Scale: 1"=1000'  
Date: 6/20/96

EXHIBIT A

Right of Way Plat Map  
2300 Road  
Gov't Lots 3 & 4, S. 12  
Township 3 North, Range 7 & East, W.M..  
Skamania County, Washington

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0' 500'



Sta.	Brg.	Dist.
0+00		
1+02	S 67° W	102'
1+85	S 64½° W	83'
2+68	S 72° W	83'
3+65	S 75½° W	97'
4+60	S 80° W	95'
5+34	S 19° W	74'
6+40	S 26½° W	106'
7+48	S 38° W	108'
8+15	S 38° W	67'
8+56	S 5½° E	41'
9+15	S 55° E	59'
9+84	S 70° E	69'
10+72	S 72° E	88'
11+29	S 56° E	57'
12+02	S 47° E	73'
13+36	S 34° E	134'
14+10	S 39½° E	74'
14+92	S 56½° E	82'
15+98	S 57½° E	106'
16+67	S 40° E	69'

Note: Property survey performed  
by DNR, October 1978.

Declination: 19° 30' E  
Traversed by: Wind River Logging  
Application No.:

Region Engineer: *Stan Ross*  
Date: *5/6/96*

R/W width = 60'  
R/W acres = 2.3

EXHIBIT B